

APPENDIX L

WILL SERVE LETTERS

MERCY

...a heartbeat away

AIR



9745 PROSPECT AVENUE, STE. 204, SANTEE, CA 92071

RECEIVED
DEC 06 2007

BY:.....

December 3, 2007

Pauma Indian Reservation
Attn: Chairman Devers
Highway 76
Pauma Valley, CA 92061

Copy to:

Rosette & Associates, PC
Legal Counsel to Pauma Tribe
Attn: Steve Bodmer, Esq.
565 West Chandler Blvd., Suite 212
Chandler, AZ 85225

Re: Casino Pauma Expansion "Will Serve" Letter

Dear Chairman Devers:

We are in receipt of the request by the Pauma Tribe that the Mercy Air Services provide the Tribe a "will serve" letter for its proposed Casino Pauma expansion adjacent to the existing casino, located at 777 Pauma Reservation Road
P.O. Box 1067 Pauma Valley, CA 92061.

This letter is to confirm that Mercy Air Services agrees that there are sufficient areas to land near the Casino Pauma expansion. In addition, Mercy Air will be able to provide services on an emergency basis to the expanded casino.

If you have any questions, please contact me at (619) 448-1412 or by email at psteen@airmethods.com.

Sincerely,

Pamela Steen RN, MSN, CMTE
Program Director, Area 2

MERCY
Medical
Transportation
Inc.

ADMINISTRATION
5081 Hwy. 104, Ste B
Mariposa, CA
95338
P.O. Box 5004
Mariposa, CA
95338-5004
(209) 966-6762
FAX (209) 966-4901

November 27, 2007

Pauma Indian Reservation
Attn: Chairman Devers
Highway 76
Pauma Valley, CA 92061

Copy to:

Rosette & Associates, PC
Legal Counsel to Pauma Tribe
Attn: Steve Bodmer, Esq.
565 West Chandler Blvd., Suite 212
Chandler, AZ 85225

Re: Casino Pauma Expansion "Will Serve" Letter

Dear Chairman Devers:

We are in receipt of the request by the Pauma Tribe that Mercy Medical Transport, Inc. provide the Tribe a "will serve" letter for potential services needed by the Tribe to service its proposed Casino Pauma expansion adjacent to the existing casino, located at 777 Pauma Reservation Road P.O. Box 1067 Pauma Valley, CA 92061.

This letter is to confirm that Mercy Medical Transportation, Inc. is willing and capable of providing services to the Pauma Indian Reservation. In addition, Mercy will be able to provide services on an emergency basis to the expanded casino if such services are needed.

If you have any questions, please contact Richard F. Roesch at (760) 739-8026.

Sincerely,



Richard F. Roesch
President



November 19, 2007

Pauma Indian Reservation
Attn: Chairman Devers
Highway 76
Pauma Valley, CA 92061

Via U.S. Mail

Copy to:

Rosette & Associates, PC
Legal Counsel to Pauma Tribe
Attn: Steve Bodmer, Esq.
565 West Chandler Blvd., Suite 212
Chandler, AZ 85225

Via Facsimile & U.S. Mail
480-889-8997

Re: Casino Pauma Expansion "Will Serve" Letter

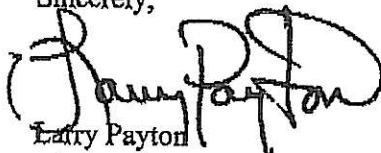
Dear Chairman Devers:

We are in receipt of the request by the Pauma Indian Reservation that the Fallbrook Hospital provide the Tribe a "will serve" letter for its proposed Casino Pauma expansion adjacent to the existing casino, located at 777 Pauma Reservation Road P.O. Box 1067, Pauma Valley, CA 92061.

This letter is to confirm that Fallbrook Hospital agrees that a one to two person increase in patients will not impair the hospital's ability to serve its patients. In addition, the Fallbrook Hospital will be able to provide services as necessary to the expanded casino and its patrons.

If you have any questions, please contact me at 760-731-8248.

Sincerely,



Larry Payton
Chief Executive Officer

(760) 728-1191
Fax (760) 723-6214
624 East Elder Street
Fallbrook, California 92028

Board of Directors
W.D. "Bill" Knutson - President
Doug Anderson - Vice President
George Strickland - Secretary/Treasurer
John B. Lytle - Director
Michael Fitzsimmons - Director

General Manager
Linden A. Burrell, Ph.D.

Counsel
Jeffrey G. Scott



P.O. Box 177, 34928 Valley Center Road
Pauma Valley, CA 92061-0177
Tel: (760) 742-3704 Fax: (760) 742-2069
Website: www.yuimamwd.com

February 1, 2008

Pauma/Yuima Band of Mission Indians
Attn: Chairman Chris Devers
P.O. Box 369
Pauma Valley, CA 92061

Subject: Casino Pauma Expansion "Will Serve" Letter

Dear Chairman Devers:

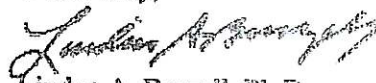
We were informed of the request by the Pauma Tribe that Yuima Municipal Water District provide the Tribe a "will serve" letter for use of the fire-fighting equipment located at the Rincon CalFire Station to augment a structural fire response for the Casino Pauma expansion. It is our understanding that the casino expansion will be located adjacent to the existing casino at 777 Pauma Reservation Road in Pauma Valley.

This letter is to confirm that we look forward to entering into a Mutual Aid Agreement with Pauma that is substantially similar to the Mutual Aid Agreement that we presently have with the Rincon Reservation, and have no doubt that it will be possible to execute an agreement that is mutually acceptable.

In the interim, i.e. until Pauma activates its fire department and enters into a Mutual Aid Agreement with us, Yuima and CalFire will continue to respond to emergency calls from Pauma as we do at present, using whatever equipment is available and, in the opinion of the professional fire-fighting personnel, appropriate to the circumstances.

If you have any questions, please contact me at (760) 742-3704.

Yours truly,


Linden A. Burrell, Ph.D.
General Manager



San Diego Gas & Electric
571 Enterprise Street
Escondido, CA 92029-1244

PROJ# 744593

November 13, 2007

Foxwoods Development Company
c/o PAR Electric Contractors, Inc.
Attn: Candice Holley
2410 Auto Park Way
Escondido, CA 92029

Dear Mrs. Holley:

Subject: **Pauma Casino & Hotel**

In accordance with our "RULES FOR THE SALE OF ELECTRIC ENERGY", filed with and approved by the California Public Utilities Commission, electric facilities can be made available to Pauma Casino & Hotel, located on Pauma Reservation Road, Pauma Valley.

If purchaser is to pay any cost for the installation and/or extension of utility service, the costs will be calculated in conformance with our extension and service rules.

Evidence of financial arrangements for the installation of electricity can be obtained from the developer and/or owner based on correspondence from SDG&E on this project.

Our ability to serve future projects in our service territory will depend on the supply of fuel and other essential materials available to us and on our obtaining government authorization to construct the facilities required.

For additional general information, please visit our website at <http://sdge.com/index.html>.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Woodard", is written over the word "Sincerely,".

Jeff Woodard
Senior Customer Project Planner
Telephone: (760) 480-7627

ADMINISTRATION

PALOMAR
MEDICAL
CENTER

November 28, 2007

Pauma Indian Reservation
Attn: Chairman Devers
Highway 76
Pauma Valley, CA 92061

Copy to:

Rosette & Associates, PC
Legal Counsel to Pauma Tribe
Attn: Steve Bodmer, Esq.
565 West Chandler Blvd., #212
Chandler, AZ 85225

RE: Casino Pauma Expansion "Will Serve Letter"

Dear Chairman Devers:

We are in receipt of the request by the Pauma Indian Reservation that Palomar Medical Center provide the Tribe a "will serve" letter for its proposed Casino Pauma expansion adjacent to the existing casino located at 777 Pauma Reservation Road, P.O. Box 1067, Pauma Valley, CA 92061.

This letter is to confirm that Palomar Medical Center agrees that a possible one to two person increase in patients will not impair the hospital's ability to serve its patients. In addition, Palomar Medical Center will be able to provide services as necessary to the expanded casino and its patrons.

If you have any questions, please contact my office directly at 760/739-3110.

Sincerely,



Gerald e. Brachi
Chief Administrative Officer
Palomar Medical Center

GEB:es

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

REIMBURSABLE SERVICES AGREEMENT

CHP 465 (Rev. 5-03) OPI 076

THIS AGREEMENT, Reimbursable Services Control Log # R07-450-028 made and entered into this 1st day of June, 2007, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and the Rancho Santa Fe Association, hereinafter called RSFA.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, RSFA and CHP do hereby agree to the following terms and conditions:

1. When traffic control or ☒ security services for supplemental patrol within the Rancho Santa Fe community are required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the supplemental patrol.
2. The term of this agreement will be 06/01/2007 to 12/31/2007.
3. CHP Coordinator shall be Officer S.P. Zelazco, telephone number (760) 757-1675.
4. In the event of a disaster or unforeseen emergency, this agreement may be canceled without prior notice by CHP.
5. This agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and miles indicated in this agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division or Area office and the service location.
7. The rates indicated in this agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, salaries and benefits are governed by collective bargaining agreement and or statute. In the event of a rate increase, RSFA agrees to pay the increased rates.
8. In consideration for the above services and upon receipt of an itemized invoice, RSFA agrees to reimburse CHP for the actual costs incurred at the time services are provided. Rates charged to RSFA shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only.

Sergeant		hrs.	@	\$		\$
Officer:	4	hrs.	@	\$	73.13	\$ 292.60
Vehicle mileage:	80	miles	@	\$	0.93	\$ 74.40
Motorcycle mileage:		miles	@	\$		\$
Other expenses:	(Not to exceed \$ 50,000)					\$

TOTAL ESTIMATED COSTS (Estimate exceeding \$50,000 shall be forwarded on a CHP 78, Contract Request, to Business Services Section, Contract Services Unit):

\$ 367.00

9. RSFA agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP's expense.
10. Invoices for additional charges will be billed separately from other charges, and will be accompanied by a memorandum containing a full description of the additional charges.

(4)

11. If the CHP uniformed employee has reported to the assigned location and has worked less than four (4) hours, RSFA agrees to pay every assigned uniform employee a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.
12. RSFA Will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
13. RSFA agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed employee.
14. RSFA agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, RSFA will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
15. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
16. CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
17. No additional gifts, donations, or gratuities may be accepted by the California Highway Patrol employees on their behalf or on behalf of the Department, informal squad fund or other local funds.
18. A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

STATE OF CALIFORNIA

Department of California Highway Patrol

Signature

D. Webb

Printed Name

Commander

Title

Oceanside 650

Location Code

REQUESTOR'S NAME

Signature

By

State

Zip Code

Approved as to form by	Date
------------------------	------

This agreement under \$50,000 is exempt from Department of General Services' approval in accordance with the State Administrative Manual.

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

REIMBURSABLE SERVICES AGREEMENT

CHP 485 (Rev. 5-03) OPI 076

THIS AGREEMENT, Reimbursable Services Control Log # R07-652-053 made and entered into this 9th day of November, 2007, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Fairbanks Ranch Association, hereinafter called Fairbanks Ranch Association.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, Fairbanks Ranch Association and CHP do hereby agree to the following terms and conditions:

- When ☐ traffic control or ☒ security services for the Fairbanks Ranch Association are required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the supplemental patrol and traffic enforcement within the Fairbanks Ranch Area.
- The term of this agreement will be 01/01/2008 to 06/30/2008.
- CHP Coordinator shall be Officer S.P. Zelason, telephone number (760) 757-1675.
- In the event of a disaster or unforeseen emergency, this agreement may be canceled without prior notice by CHP.
- This agreement may be amended in writing by mutual consent of the parties hereto.
- The hours and miles indicated in this agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division or Area office and the service location.
- The rates indicated in this agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, Fairbanks Ranch Association agrees to pay the increased rates.
- In consideration for the above services and upon receipt of an itemized invoice, Fairbanks Ranch Association agrees to reimburse CHP for the actual costs incurred at the time services are provided. Rates charged to Fairbanks Ranch Association shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	_____ hrs.	@	\$ _____	\$ _____
Officer:	<u>96</u> hrs.	@	\$ <u>30.61</u>	\$ <u>2,945.56</u>
Vehicle mileage:	_____ miles	@	\$ _____	\$ _____
Motorcycle mileage:	<u>969</u> miles	@	\$ <u>0.78</u>	\$ <u>743.80</u>
Other expenses:	_____			\$ _____
TOTAL ESTIMATED COSTS (Estimate exceeding \$50,000 shall be forwarded on a CHP 78, Contract Request, to Business Services Section, Contract Services Unit):				\$ <u>9,069.36</u>
- Fairbanks Ranch Association agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP's expense.
- Invoices for additional charges will be billed separately from other charges, and will be accompanied by a memorandum containing a full description of the additional charges.

⑥

11. If the CHP uniformed employee has reported to the assigned location and has worked less than four (4) hours, Fairbanks Ranch Association agrees to pay every assigned uniform employee a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.
12. Fairbanks Ranch Association will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
13. Fairbanks Ranch Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed employee.
14. Fairbanks Ranch Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, Fairbanks Ranch Association will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
15. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
16. CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
17. No additional gifts, donations, or gratuities may be accepted by the California Highway Patrol employees on their behalf or on behalf of the Department, informal squad fund or other local funds.
18. A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol


Signature

D. Webb
Printed Name

Commander
Title

Oceanside / 650
Location Code

REQUESTOR'S NAME


Signature


Signature


Signature


Signature

State ZIP Code


Signature


Signature

Approved by Authority Date

This agreement under \$50,000 is exempt from Department of General Services' approval in accordance with the State Administrative Manual.